

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE:

MIKE S. LESAINE DEBTOR	CHAPTER: 13
<hr/> LAKEVIEW LOAN SERVICING, LLC MOVANT	BANKRUPTCY CASE: 19-12892-MDC
V.	
MIKE S. LESAINE DEBTOR	

ORDER APPROVING STIPULATION/CONSENT ORDER

AND NOW, this _____ day of _____, 20____, upon consideration of the Stipulation between Debtor and Lakeview Loan Servicing, LLC, it is hereby ORDERED and DECREED that the Stipulation is APPROVED and made an Order of the Court.

BY THE COURT:

UNITED STATES BANKRUPTCY JUDGE

Daniel P. Jones, Esq.
Stern & Eisenberg, PC
1581 Main Street, Suite 200
The Shops at Valley Square
Warrington, PA 18976
Telephone: (215) 572-8111
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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: MIKE S. LESAINE DEBTOR	CHAPTER: 13
LAKEVIEW LOAN SERVICING, LLC MOVANT V. MIKE S. LESAINE DEBTOR	BANKRUPTCY CASE: 19-12892-MDC

**CONSENT ORDER/STIPULATION
SETTLING MOTION FOR RELIEF FROM AUTOMATIC STAY**

Upon the Motion of Lakeview Loan Servicing, LLC, (hereafter "Movant") through its Counsel, Stern & Eisenberg PC, under 11 U.S.C. § 362(d) (and § 1301) for relief from the automatic stay as to Debtor's real property located at **7627 Oak Lane Rd, Cheltenham, PA 19012** (hereinafter, the "Property"), and the parties agreeing to the entry of the Order settling the Motion for Relief and for cause shown, it is hereby ORDERED AND DECREED as follows:

1. As of December 19, 2019, Mike S. Lesaine (hereinafter, "Debtor") acknowledges that Debtor is due for the following post-petition regular monthly payments from July 1, 2019 as follows:

PAYMENTS: **\$ 13,347.34**

07/01/2019 11/01/2019 \$2,219.69 @ 5 MONTHS \$11,098.45

12/01/2019 12/01/2019 \$2,248.89 @ 1 MONTH \$2,248.89

COUNSEL FEES/COSTS FOR MOTION **\$ 1,031.00**

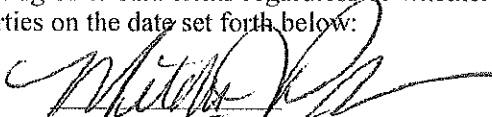
POST-PETITION ARREARS ("ARREARS") **\$14,378.34**

2. Debtor shall cure the Arrears as set forth above by filing an Amended Plan within 30 days incorporating the post-petition delinquency in the amount of \$14,378.34 to the pre-petition arrears of \$47,146.69 making a total of \$61,525.03 to be paid through the plan. Debtor agrees to continue regular monthly mortgage payments (currently \$2,248.89/month) beginning in January 1, 2020.
3. In the event the regular monthly payment changes for any reason, then the amount due pursuant to Paragraph 2 shall be adjusted accordingly. Thereafter, Debtor agrees to continue making the regular monthly mortgage payment.
4. Payment(s) due in accordance with this Consent Order/Stipulation shall be due on or before the *1st* of each month.

5. Debtor shall make the regular monthly payments required to the Trustee.
6. All payments due to Movant from Debtor are to be made directly to M&T Bank at Attn: Payment Processing, P.O. Box 1288, Buffalo, NY 14240, making sure that Creditor's loan number appears on all payments.
7. In the event Debtor fails to make any of the payments set forth hereinabove (or payments for real estate taxes and/or hazard insurance when due) on or before their due dates, Movant and/or Counsel may give Debtor and Debtor's counsel notice of the default.
8. If any such default is not cured within ten (10) days of said notice of the default, upon certification to the court of such default, and request for Order, with a copy to Debtor and Debtor's counsel, Movant shall immediately have relief from the bankruptcy stay, per the form of the attached Order which is made part hereof as Exhibit "A".
9. Debtor shall pay \$100.00 for each Notice of Default issued by Movant as a result of Debtor's failure to make payments in accordance with this Order.
10. The failure by Movant, at any time, to file a Certification of Default upon default by Debtor shall not be construed, nor shall such failure act, as a waiver of any of Movant's rights hereunder.
11. Upon issuance of the aforesaid Order, the parties hereto further agree that Movant (and any assignee/successor-in-interest) may proceed in state court to exercise all rights and remedies available to it as a mortgagee and creditor under state and federal law including, but not limited to, the initiation of and continuation of foreclosure and execution process through sheriff's sale concerning the Property and ejection thereafter.
12. In the event Debtor converts to a bankruptcy under Chapter 7 of the Bankruptcy Code, Debtor shall pay all pre-petition arrears and post-petition arrears within ten (10) days from the date that the case is converted. If Debtor fails to make payment in accordance with this paragraph then Movant, through Counsel, may file a certification setting forth said failure and Movant shall be granted immediate relief from the automatic stay in the form of Order attached as Exhibit "A".
13. It is further agreed that the 14-day stay provided by Rule 4001(a)(3) is hereby waived.
14. Facsimile signatures shall be as valid as original signatures and this Consent Order/Stipulation may be signed in counterparts.

By signing this Stipulation/Consent Order, Debtor's Counsel represents that Debtor is familiar with and understand the terms of the Stipulation/Consent Order and agree to said terms regardless of whether Debtor has actually signed said stipulation. Seen and agreed by the parties on the date set forth below:

/s/ Daniel P. Jones,
Esq. Daniel P. Jones,
Esq. Stern &
Eisenberg, PC
1581 Main Street, Suite 200
The Shops at Valley Square
Warrington, PA 18976
Telephone: (215) 572-8111
djones@sterneisenberg.com
Counsel for Creditor
Date: December 19, 2019


Mitchell J. Prince, Esq.
John L. McClain and Associates
P.O. Box 123
Narberth, PA 19072-0123
215-893-9357
Fax : 888-857-1967
Email: mcprince19035@aol.com
Counsel for Debtor(s)
Date: 1/13/20

 1/17/20

NO OBJECTION

William C. Miller, Esquire, Chapter 13 Trustee

Date: _____

***without prejudice to any
trustee rights or remedies**

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**ORDER GRANTING RELIEF FROM AUTOMATIC STAY AND RELIEF FOLLOWING
CERTIFICATION OF DEFAULT OF CONSENT ORDER/STIPULATION**

AND NOW, this _____ day of _____, 20____, upon Motion of Movant (Lakeview Loan Servicing, LLC) for relief and a Certification of Default having been filed in accordance with the Consent Order/Stipulation Resolving the Motion, it is hereby

ORDERED AND DECREED that Movant (and any assignee/successor-in-interest) is granted relief from the stay of 11 U.S.C. §362 (and § 1301) to proceed with its mortgage foreclosure action and Sheriff's Sale (and all other rights under state and federal law) concerning the Property: **363 Stewart Avenue, Jenkintown, PA 19046**
7627 Oak Lane Rd, Cheltenham, PA 19012.

It is ORDERED and DECREED that the 14-day stay pursuant to BKRP 4001(a)(3) is hereby waived.

BY THE COURT

UNITED STATES BANKRUPTCY JUDGE